

EXHIBIT B-2

Terms of Service

This project is in Beta. Use at your own risk

Updated: Oct 2020

Terms of Service

<https://strongblock.com>, a website-hosted user interface (the “Interface or “App”) provided by StrongBlock, Inc. (“we”, “our”, or “us”). The App provides access to a decentralized protocol on the Ethereum blockchain that allows suppliers and borrowers of certain digital assets to participate in autonomous interest rate markets (the “Protocol”).

This Terms of Service Agreement (the “Agreement”) explains the terms and conditions by which you may access and use the App. You must read this Agreement carefully. By accessing or using the App, you signify that you have read, understand, and agree to be bound by this Agreement in its entirety. If you do not agree, you are not authorized to access or use the App.

1. Modification of this Agreement

We reserve the right, in our sole discretion, to modify this Agreement from time to time. If we make any modifications, we will notify you by updating the date at the top of the Agreement and by maintaining a current version of the Agreement on this page. All modifications will be effective when they are posted, and your continued use of the App will serve as confirmation of your acceptance of those modifications. If you do not agree with any modifications to this Agreement, you must immediately stop accessing and using the App.

2. Eligibility

To access or use the App, you must be able to form a legally binding contract with us. Accordingly, you represent that you are at least eighteen years old and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use the App. You further represent that you are not a citizen, resident, or member of any jurisdiction or group that is subject to economic sanctions by the United States, or where your use of the App would be illegal or otherwise violate any applicable law. You further represent that your access and use of the App will fully comply with all applicable laws and regulations, and that you will not access or use the App to conduct, promote, or otherwise facilitate any illegal activity.

3. Proprietary Rights

We own all intellectual property and other rights in the App and its contents, including (but not limited to) software, text, images, trademarks, service marks, copyrights, patents, and designs. Unless expressly authorized by us, you may not copy, modify, adapt, rent, license, sell, publish, distribute, or otherwise permit any third party to access or use the App or any of its contents. Provided that you are eligible, you are hereby granted a single, personal, limited license to access and use the App. This license is non-exclusive, non-transferable, and freely revocable by us at any time without notice or cause. Use of the App or its contents for any purpose not expressly permitted by this Agreement is strictly prohibited. Unlike the App, the Protocol is comprised entirely of open-source software running on the public Ethereum blockchain and is not our proprietary property.

4. Privacy

We care about your privacy. Although we will comply with all valid subpoena requests, we will carefully consider each request to ensure that it comports with the spirit and letter of the law, and we will not hesitate to challenge invalid, overbroad, or unconstitutional requests as appropriate. We use commercially reasonable safeguards to preserve the integrity and security of your personally identifiable information (“PII”) and aggregate data. However, we cannot guarantee that unauthorized third parties will never be able to obtain or use your PII or aggregate data for improper purposes. You acknowledge that you provide your PII and aggregate data at your own risk. By accessing and using the App, you understand and consent to our collection, use, and disclosure of your PII and aggregate data.

5. Prohibited Activity

You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the App:

Intellectual Property Infringement. Activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law.

Cyberattack. Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including (but not limited to) the deployment of viruses and denial of service attacks.

Fraud and Misrepresentation. Activity that seeks to defraud us or any other person or entity, including (but not limited to) providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another.



Any Other Unlawful Conduct. Activity that violates any applicable law, rule, or regulation of the United States or another relevant jurisdiction, including (but not limited to) the restrictions and regulatory requirements imposed by U.S. law.

6. No Professional Advice

All information provided by the App is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the App. Before you make any financial, legal, or other decisions involving the App, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

7. No Warranties

The App is provided on an “AS IS” and “AS AVAILABLE” basis. To the fullest extent permitted by law, we disclaim any representations and warranties of any kind, whether express, implied, or statutory, including (but not limited to) the warranties of merchantability and fitness for a particular purpose. You acknowledge and agree that your use of the App is at your own risk. We do not represent or warrant that access to the App will be continuous, uninterrupted, timely, or secure; that the information contained in the App will be accurate, reliable, complete, or current; or that the App will be free from errors, defects, viruses, or other harmful elements. No advice, information, or statement that we make should be treated as creating any warranty concerning the App. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the App.

8. No Fiduciary Duties

This Agreement is not intended to, and does not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Agreement.

9. Compliance Obligations

The App is operated from facilities within the United States. The App may not be available or appropriate for use in other jurisdictions. By accessing or using the App, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. You may not use the App if you are a citizen, resident, or member of any jurisdiction or group that is subject to economic sanctions by the United States, or if your use of the App would be illegal or otherwise violate any applicable law. The App and all of its contents are solely directed to individuals, companies, and other entities located within the United States.

10. Assumption of Risk

By accessing and using the App, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets such as bitcoin (BTC), ether (ETH), and other digital tokens such as those following the Ethereum Token Standard (ERC-20). You further understand that the markets for these digital assets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems such as Ethereum are variable and may increase dramatically at any time. You further acknowledge the risk that your digital assets may lose some or all of their value while they are supplied to the Protocol. If you borrow digital assets from the Protocol, you will have to supply digital assets of your own as collateral. If your collateral declines in value such that it is no longer sufficient to secure the amount that you borrowed, others may interact with the Protocol to seize your collateral in a liquidation event. You further acknowledge that we are not responsible for any of these variables or risks, do not own or control the Protocol, and cannot be held liable for any resulting losses that you experience while accessing or using the App. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the App and interacting with the Protocol.

11. Third-Party Resources and Promotions

The App may contain references or links to third-party resources, including (but not limited to) information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of the App. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that this Agreement does not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

12. Release of Claims

You expressly agree that you assume all risks in connection with your access and use of the App and your interaction with the Protocol. You further expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the App and your interaction with the Protocol. If you are a California resident, you waive the benefits and protections of California Civil Code § 1542, which provides: “[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

13. Indemnity

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs, and expenses arising from: (a) your access and use of the App; (b) your



14. Limitation of Liability

Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages, including (but not limited to) damages for loss of profits, goodwill, use, data, or other intangible property, arising out of or relating to any access or use of the App, nor will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the App or the information contained within it. We assume no liability or responsibility for any: (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage, of any nature whatsoever, resulting from any access or use of the App; (c) unauthorized access or use of any secure server or database in our control, or the use of any information or data stored therein; (d) interruption or cessation of function related to the App; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the App; (f) errors or omissions in, or loss or damage incurred as a result of the use of, any content made available through the App; and (g) the defamatory, offensive, or illegal conduct of any third party. Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the amount you paid to us in exchange for access to and use of the App, or \$100.00, whichever is greater. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if we have been advised of the possibility of such liability. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in this Agreement may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

15. Dispute Resolution

We will use our best efforts to resolve any potential disputes through informal, good faith negotiations. If a potential dispute arises, you must contact us by sending an email to legal@compound.finance so that we can attempt to resolve it without resorting to formal dispute resolution. If we aren't able to reach an informal resolution within sixty days of your email, then you and we both agree to resolve the potential dispute according to the process set forth below. Any claim or controversy arising out of or relating to the App, this Agreement, or any other acts or omissions for which you may contend that we are liable, including (but not limited to) any claim or controversy as to arbitrability ("Dispute"), shall be finally and exclusively settled by arbitration under the JAMS Optional Expedited Arbitration Procedures. You understand that you are required to resolve all Disputes by binding arbitration. The arbitration shall be held on a confidential basis before a single arbitrator, who shall be selected pursuant to JAMS rules. The arbitration will be held in San Francisco, California, unless you and we both agree to hold it elsewhere. Unless we agree otherwise, the arbitrator may not consolidate your claims with those of any other party. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

16. Class Action and Jury Trial Waiver

You must bring any and all Disputes against us in your individual capacity and not as a plaintiff in or member of any purported class action, collective action, private attorney general action, or other representative proceeding. This provision applies to class arbitration. You and we both agree to waive the right to demand a trial by jury.

17. Governing Law

You agree that the laws of the State of California, without regard to principles of conflict of laws, govern this Agreement and any Dispute between you and us. You further agree that the App shall be deemed to be based solely in the State of California, and that although the App may be available in other jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum outside the State of California. Any arbitration conducted pursuant to this Agreement shall be governed by the Federal Arbitration Act. You agree that San Francisco, California is the proper forum for any appeals of an arbitration award or for court proceedings in the event that this Agreement's binding arbitration clause is found to be unenforceable.

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